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University of Southern California,  
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UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA – SOUTHERN DIVISION

UNITED STATES OF AMERICA ex  
rel. JUSTIN CHEONGSIATMOY,  
M.D. and IONM LLC; STATE OF  
CALIFORNIA ex rel. JUSTIN  
CHEONGSIATMOY, M.D. and  
IONM LLC; LOS ANGELES  
COUNTY ex rel. JUSTIN  
CHEONGSIATMOY, M.D. and  
IONM LLC; and JUSTIN  
CHEONGSIATMOY, M.D.,

Plaintiffs,

v.

UNIVERSITY OF SOUTHERN  
CALIFORNIA, and USC CARE  
MEDICAL GROUP, INC.,

Defendants.

CASE NO.: 2:18-CV-08311-SSS (ASx)

**PROTECTIVE ORDER**

**STIPULATED PROTECTIVE ORDER****1. PURPOSES, LIMITATIONS AND GOOD CAUSE****A. PURPOSES AND LIMITATIONS**

Disclosure and discovery activity in this action are likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting and defending the claims involved in this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order (referred to herein as “Stipulated Protective Order,” “Protective Order,” or “Order”). The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles. The parties further acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective Order does not entitle them to file confidential information under seal; Civil Local Rule 79-5 sets forth the procedures that must be followed and the standards that will be applied when a party seeks permission from the Court to file material under seal.

**B. GOOD CAUSE STATEMENT**

This action is likely to involve non-public commercial, financial, and/or propriety information, as well as individual patients’ protected health information, for which special protection from public disclosure and from use for any purpose other than prosecution or defense of this action is warranted. Such confidential and proprietary materials and information consist of, among other things, nonpublic and/or proprietary information business practices; nonpublic or proprietary operational reports and similar business information; personal financial and tax filings; medical records; and personal identifying information related to patients’ surgeries and intraoperative neurophysiological monitoring services that implicates

patients' privacy rights under state and federal statutes. Prejudice or harm to a Party or Non-Party may result if no protective order is granted. In particular, the privacy rights of Defendants' past and present patients could be violated if any of the confidential information identified above is published for purposes outside those permitted in this Stipulated Protective Order. In addition, Defendants' business interests would be undermined if their proprietary information is disclosed for purposes outside those permitted in this Stipulated Protective Order.

Accordingly, to expedite the flow of information, to facilitate the prompt resolution of disputes over confidentiality of discovery materials, to adequately protect information the parties are entitled to keep confidential, to ensure that the parties are permitted reasonable and necessary uses of such material in preparation for trial, to address the handling of such material at the end of the litigation, and serve the ends of justice, a protective order for such information is justified in this matter. It is the intent of the parties that information will not be designated as confidential for tactical reasons and that nothing be so designated without a good-faith belief that it has been maintained in a confidential, non-public manner, and there is good cause why it should not be part of the public record of this case.

## **2. DEFINITIONS**

**2.1 Action:** This pending federal lawsuit, captioned as *United States of America ex rel. Justin Cheongsiatmoy, M.D., et al vs. University of Southern California, et al.*, Case No. 2:18-CV-08311-FSW (ASx). This includes subsequent arbitrations should the parties arbitrate a portion of the claims brought in the Action.

**2.2 Challenging Party:** A Party or Non-Party that challenges the designation of information or items under this Order.

**2.3 "CONFIDENTIAL" Information or Items:** Information (regardless of how it is generated, stored or maintained), testimony, or tangible things that qualify for protection under Federal Rule of Civil Procedure 26(c) and as specified above in the Good Cause Statement. "CONFIDENTIAL" Information or Items include, but

are not limited to “individually identifiable health information” as defined in 45 C.F.R. § 160.103, and “medical information” as defined in Cal. Civil Code § 56.05(j). Any individually identifiable health information or medical information produced may be subject to the provisions of the Privacy Act, 5 U.S.C. § 552a; to the provisions of 45 C.F.R. §§ 164.102-164.534; to the provisions of 42 U.S.C. § 1306; to the provisions of Cal. Civil Code §§ 56.05 et. seq., the California Confidentiality of Medical Information Act; to the peer review confidentiality provisions set forth in California Evidence Code § 1157, and/or to the privacy provisions of various state(s) law(s), and there may be no waiver or authorization by the patient or other holder of privilege/protection to produce the records to any outside entity. All patient files, medical records and documents, or other materials containing individually identifiable health information/medical information, and the proceedings and records of peer review committees, shall be deemed to be CONFIDENTIAL.

2.4 Counsel (without qualifier): Outside Counsel of Record and House Counsel (as well as their support staff).

2.5 Designating Party: A Party or Non-Party that designates information or items that it produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

2.6 Disclosure or Discovery Material: All items or information, regardless of the medium or manner in which it is generated, stored, or maintained (including, among other things, testimony, transcripts, and tangible things), that are produced or generated in disclosures or responses to discovery in this action.

2.7 Expert: A person with specialized knowledge or experience in a matter pertinent to the litigation who has been retained by a Party or its Counsel to serve as an expert witness or as a consultant in this action.

2.8 House Counsel: Attorneys who are employees of a party to this action. House Counsel does not include Outside Counsel of Record or any other outside

1 counsel.

2 2.9 Non-Party: Any natural person, partnership, corporation, association,  
3 or other legal entity not named as a Party to this action.

4 2.10 Outside Counsel of Record: Attorneys who are not employees of a  
5 party to this action but are retained to represent or advise a party to this action and  
6 have appeared in this action on behalf of that party or are affiliated with a law firm  
7 which has appeared on behalf of that party.

8 2.11 Party: Any party to this action, including all of its officers, directors,  
9 employees, consultants, retained experts, and Outside Counsel of Record (and their  
10 support staffs). For the purpose of this action, “party” or “parties” also includes  
11 parties in interest, including the U.S. Government, the State of California, and Los  
12 Angeles County.

13 2.12 Producing Party: A Party or Non-Party that produces Disclosure or  
14 Discovery Material in this action.

15 2.13 Professional Vendors: Persons or entities that provide litigation  
16 support services (e.g., photocopying, videotaping, translating, preparing exhibits or  
17 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
18 and their employees and subcontractors.

19 2.14 Protected Material: Any Disclosure or Discovery Material that is  
20 designated as “CONFIDENTIAL”, including individually identifiable health  
21 information/medical information.

22 2.15 Qualified Persons: The persons listed in Section 7.2 of this Order to  
23 whom information marked “CONFIDENTIAL” may be disclosed.

24 2.16 Receiving Party: A Party that receives Disclosure or Discovery  
25 Material from a Producing Party.

### 26 **3. SCOPE**

27 The protections conferred by this Stipulation and Protective Order cover not  
28 only Protected Material (as defined above), but also (1) any information copied or

1 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
2 compilations of Protected Material; and (3) any testimony, conversations, or  
3 presentations by Parties or their Counsel that might reveal Protected Material.

4 Any use of Protected Material at trial shall be governed by a separate  
5 agreement or order. This Order does not govern the use of Protected Material at  
6 trial.

7 **4. DURATION**

8 Even after final disposition of this litigation, the confidentiality obligations  
9 imposed by this Order shall remain in effect until a Designating Party agrees  
10 otherwise in writing or a court order otherwise directs. Final disposition shall be  
11 deemed to be the later of (1) dismissal of all claims and defenses in this action, with  
12 or without prejudice; and (2) final judgment herein after the completion and  
13 exhaustion of all appeals, rehearings, remands, trials, or reviews of this action,  
14 including the time limits for filing any motions or applications for extension of time  
15 pursuant to applicable law.

16 **5. DESIGNATING PROTECTED MATERIAL**

17 **5.1 Exercise of Restraint and Care in Designating Material for Protection.**

18 Each Party or Non-Party that designates information or items for protection under  
19 this Order must take care to limit any such designation to specific material that  
20 qualifies under the appropriate standards. The Designating Party must designate for  
21 protection only those parts of material, documents, items, or oral or written  
22 communications that qualify so that other portions of the material, documents, items,  
23 or communications for which protection is not warranted are not swept unjustifiably  
24 within the ambit of this Order.

25 Mass, indiscriminate, or routinized designations are prohibited. Designations  
26 that are shown to be clearly unjustified or that have been made for an improper  
27 purpose (e.g., to unnecessarily encumber the case development process or to impose  
28 unnecessary expenses and burdens on other Parties) may expose the Designating

1 Party to sanctions.

2 If it comes to a Designating Party's attention that information or items that it  
3 designated for protection do not qualify for protection, that Designating Party must  
4 promptly notify all other Parties that it is withdrawing the inapplicable designation.

5 5.2 Manner and Timing of Designations. Except as otherwise provided in  
6 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise  
7 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
8 under this Order must be clearly so designated before the material is disclosed or  
9 produced.

10 Designation in conformity with this Order requires the following:

11 (a) For information in documentary form (e.g., paper or electronic  
12 documents, but excluding transcripts of depositions or other pretrial or trial  
13 proceedings), designation requires that the Producing Party affix the legend  
14 "CONFIDENTIAL" to the document.

15 A Party or Non-Party that makes original documents or materials available for  
16 inspection need not designate them for protection until after the inspecting Party has  
17 indicated which documents or material it would like copied and produced. During  
18 the inspection and before the designation, all of the material made available for  
19 inspection shall be deemed "CONFIDENTIAL". After the inspecting Party has  
20 identified the documents it wants copied and produced, the Producing Party must  
21 determine which documents, or portions thereof, qualify for protection under this  
22 Order. Then, before producing the specified documents, the Producing Party must  
23 affix the "CONFIDENTIAL" legend to the documents.

24 (b) For testimony given in deposition or in other pretrial or trial  
25 proceedings, designation requires that the Designating Party identify on the record,  
26 before the close of the deposition, hearing, or other proceeding, all the testimony  
27 believed to be protected by subject matter.

28 Within 30 days following receipt of the final transcript for the deposition,



1 hearing, or other proceeding, the Party or Non-Party that sponsors, offers, or gives  
 2 the testimony shall identify the specific by pages and line numbers the portions of  
 3 the testimony as to which protection applies. In such an instance, only those portions  
 4 of the testimony that are appropriately designated shall be covered by the provisions  
 5 of this Order. Transcript pages containing Protected Material must be separately  
 6 bound by the court reporter, who must affix to the top of each such page the legend  
 7 “CONFIDENTIAL” as instructed by the Party or Non-Party offering or sponsoring  
 8 the witness or presenting the testimony.

9 (c) For information produced in some form other than documentary and  
 10 for any other tangible items, designation requires that the Producing Party affix in a  
 11 prominent place on the exterior of the container or containers in which the  
 12 information or item is stored the legend “CONFIDENTIAL”. If only a portion or  
 13 portions of the information or item warrant protection, the Producing Party, to the  
 14 extent practicable, shall identify the protected portion(s).

15 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
 16 failure to designate qualified information or items does not, standing alone, waive  
 17 the Designating Party’s right to secure protection under this Order for such material.  
 18 Upon timely correction of a designation, the Receiving Party must make reasonable  
 19 efforts to assure that the material is treated in accordance with the provisions of this  
 20 Order. Moreover, any document containing individually identifiable health  
 21 information/ medical information shall be treated as Protected Material regardless  
 22 of whether or not such a designation is included in or on the document.

23 5.4 Effect of Designation. The designation of information as  
 24 “CONFIDENTIAL” pursuant to this Protective Order shall not be construed as an  
 25 admission of the relevance or confidentiality of such information in the action.

## 26 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

27 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
 28 designation of Protected Material at any time that is consistent with the Court’s



1 Scheduling Order.

2 6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
3 resolution process under Local Rule 37-1 et seq.

4 6.3 The burden of persuasion in any such challenge proceeding shall be on  
5 the Designating Party. Frivolous challenges, and those made for an improper  
6 purpose (e.g., to harass or impose unnecessary expenses and burdens on other  
7 parties) may expose the Challenging Party to sanctions. Unless the Designating  
8 Party has waived or withdrawn the confidentiality designation, all Parties shall  
9 continue to afford the material in question the level of protection to which it is  
10 entitled under the Producing Party's designation until the Court rules on the  
11 challenge.

12 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

13 7.1 Basic Principles. A Receiving Party may use Protected Material that is  
14 disclosed or produced by another Party or by a Non-Party in connection with this  
15 action only for prosecuting, defending, or attempting to settle this action or the  
16 claims asserted in this action. Such Protected Material may be disclosed only to the  
17 categories of persons and under the conditions described in this Order. When the  
18 action has been terminated, a Receiving Party must comply with the provisions of  
19 section 13 below (FINAL DISPOSITION).

20 Protected Material must be stored and maintained by a Receiving Party at a  
21 location and in a secure manner that ensures that access is limited to the persons  
22 authorized under this Order. Qualified Persons shall take reasonable measures to  
23 safeguard and maintain the confidentiality and security of Protected Material in  
24 accordance with applicable law.

25 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless  
26 otherwise ordered by the Court or permitted in writing by the Designating Party, a  
27 Receiving Party may disclose any information or item designated  
28 "CONFIDENTIAL" only to the following Qualified Persons:

1 (a) the Receiving Party's Outside Counsel of Record in this action and  
2 their support staff, as well as any other employees or third-party vendors of said  
3 Outside Counsel of Record to whom it is reasonably necessary to disclose the  
4 information for this action and who have signed the "Acknowledgment and  
5 Agreement to Be Bound" that is attached hereto as Exhibit A;

6 (b) the officers, directors, and employees (including House Counsel) of  
7 the Receiving Party to whom disclosure is reasonably necessary for this litigation  
8 and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit  
9 A);

10 (c) Parties in interests, including the U.S. Government, the State of  
11 California, and/or Los Angeles County;

12 (d) Experts (as defined in this Order) of the Receiving Party to whom  
13 disclosure is reasonably necessary for this litigation and who have signed the  
14 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

15 (e) the Court and its personnel;

16 (f) court reporters and their staff, professional jury or trial consultants,  
17 mock jurors, and Professional Vendors to whom disclosure is reasonably necessary  
18 for this litigation and who have signed the "Acknowledgment and Agreement to Be  
19 Bound" (Exhibit A);

20 (g) any deponent, prospective witness, or trial witness where necessary to  
21 the testimony of such witness, provided there is a reasonable basis to believe that  
22 disclosure of the Protected Material to the witness will lead to relevant testimony or  
23 the discovery of admissible evidence, and only to the extent that the witness authored  
24 or received a copy of the Protected Material through legitimate means prior to being  
25 presented the Protected Material by Counsel or had knowledge of the subject matter  
26 described therein, and provided the witness has signed the "Acknowledgment and  
27 Agreement to Be Bound" (Exhibit A), unless otherwise agreed by the Designating  
28 Party or ordered by the Court. Pages of transcribed deposition testimony or exhibits

1 to depositions that reveal Protected Material must be separately bound by the court  
2 reporter and may not be disclosed to anyone except as permitted under this Stipulated  
3 Protective Order;

4 (h) the author or recipient of a document containing the information or a  
5 custodian or other person who otherwise possessed or knew the information;

6 (i) mediators, arbitrators, or similar outside parties and their staffs  
7 enlisted by all Parties to assist in the resolution of this matter; or

8 (j) any other person with the prior written consent of the Producing Party.

9 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**  
10 **PRODUCED IN OTHER LITIGATION**

11 If a Party is served with a subpoena or a court order issued in other litigation  
12 that compels disclosure of any information or items designated in this action as  
13 “CONFIDENTIAL” that Party must:

14 (a) promptly notify in writing the Designating Party. Such notification  
15 shall include a copy of the subpoena or court order;

16 (b) promptly notify in writing the person or entity who caused the  
17 subpoena or order to issue in the other litigation that some or all of the material  
18 covered by the subpoena or order is subject to this Protective Order. Such  
19 notification shall include a copy of this Stipulated Protective Order; and

20 (c) cooperate with respect to all reasonable procedures sought to be  
21 pursued by the Designating Party whose Protected Material may be affected.

22 If the Designating Party timely seeks a protective order, the Party served with  
23 the subpoena or court order shall not produce any information designated in this  
24 action as “CONFIDENTIAL” before a determination by the court from which the  
25 subpoena or order issued, unless the Party has obtained the Designating Party’s  
26 permission. The Designating Party shall bear the burden and expense of seeking  
27 protection in that court of its Protected Material and nothing in these provisions  
28 should be construed as authorizing or encouraging a Receiving Party in this action

1 to disobey a lawful directive from another court.

2 **9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE**  
3 **PRODUCED IN THIS LITIGATION**

4 (a) The terms of this Order are applicable to information produced by a Non-  
5 Party in this action and designated as "CONFIDENTIAL". Such information  
6 produced by Non-Parties in connection with this litigation is protected by the  
7 remedies and relief provided by this Order. Nothing in these provisions should be  
8 construed as prohibiting a Non-Party from seeking additional protections.

9 (b) In the event that a Party is required, by a valid discovery request, to  
10 produce a Non-Party's confidential information in its possession, and the Party is  
11 subject to an agreement with the Non-Party not to produce the Non-Party's  
12 confidential information, then the Party shall:

13 (1) promptly notify in writing the Requesting Party and the Non-Party  
14 that some or all of the information requested is subject to a confidentiality  
15 agreement with a Non-Party;

16 (2) promptly provide the Non-Party with a copy of the Stipulated  
17 Protective Order in this action, the relevant discovery request(s), and a  
18 reasonably specific description of the information requested; and

19 (3) make the information requested available for inspection by the  
20 Non-Party.

21 (c) If the Non-Party fails to object or seek a protective order from this Court  
22 within 14 days of receiving the notice and accompanying information, the Receiving  
23 Party may produce the Non-Party's confidential information responsive to the  
24 discovery request. If the Non-Party timely seeks a protective order, the Receiving  
25 Party shall not produce any information in its possession or control that is subject to  
26 the confidentiality agreement with the Non-Party before a determination by the  
27 court. Absent a court order to the contrary, the Non-Party shall bear the burden and  
28 expense of seeking protection in this court of its Protected Material.

**10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A.

**11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL**

When a Producing Party learns that it inadvertently produced protected material or material that is subject to a claim of privilege or other protection, the Producing Party must notify the Receiving Party immediately. The obligations of the Receiving Party are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B), which are incorporated herein. Pursuant to Federal Rule of Evidence 502(d) and (e), the parties agree to, and the Court orders, protection of privileged and otherwise Protected Material against claims of waiver, including as against third parties and in other federal and state proceedings. However, the provisions of Rule 502(a) apply to the question of waiver in circumstances where a Party uses Protected Material to support a claim or defense in a court filing, a court proceeding, or at a deposition without a timely objection.

**12. MISCELLANEOUS**

12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek its modification by the Court in the future.

12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order, no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this

1 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
2 ground to the use in evidence of any of the material covered by this Protective Order.  
3 A Party has the right to bring before the Court at any time the question of whether  
4 any particular information is relevant to the subject matter or issues involved in the  
5 Action, and such right is hereby expressly reserved.

6 12.3 Filing Protected Material. Without written permission from the  
7 Designating Party or a court order secured after appropriate notice to all interested  
8 persons, a Party may not file in the public record in this action any Protected  
9 Material. If a Party intends to file a document containing Protected Material in  
10 connection with a discovery motion or discovery proceeding, sealing shall be sought  
11 pursuant to the Court's Local Rules, or the parties shall confer about the application  
12 of redactions for a public filing. If a Party intends to file a document containing  
13 Protected Material in connection with any court proceeding seeking adjudication of  
14 matters other than discovery motions or proceedings, that Party shall file the  
15 document in accordance with the procedures set forth in Civil Local Rule 79-5. No  
16 Protected Material may be used in such a way (including lodging or filing) that  
17 would permit it to become part of the public record without the Party who designated  
18 and produced the Protected Material having an opportunity to move to seal the  
19 Protected Material. The Party who received information designated as  
20 "CONFIDENTIAL" shall cooperate in good faith with the Party who designated the  
21 Protected Material in facilitating that Party's attempt to obtain a court order sealing  
22 the Protected Material.

23 **13. FINAL DISPOSITION**

24 Within 60 days after the final disposition of this action, as defined in Section  
25 4 of the Stipulated Protective Order, each Receiving Party must return all Protected  
26 Material to the Producing Party or destroy such material. As used in this subdivision,  
27 "all Protected Material" includes all copies, abstracts, compilations, summaries, and  
28 any other format reproducing or capturing any of the Protected Material. Whether

the Protected Material is returned or destroyed, the Receiving Party must submit a written certification to the Producing Party (and, if not the same person or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by category, where appropriate) all the Protected Material that was returned or destroyed, and (2) affirms that the Receiving Party has not retained any unauthorized copies, abstracts, compilations, summaries or any other format reproducing or capturing any of the Protected Material. Notwithstanding this provision, Counsel are entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence, investigation documentation, deposition and trial exhibits, expert reports, attorney work product, and consultant and expert work product, even if such materials contain Protected Material. Any such archival copies that contain or constitute Protected Material remain subject to this Protective Order as set forth in Section 4 (DURATION).

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

Dated: September 16, 2022

**NICHOLS KASTER, LLP**

/s/ *Rebekah Bailey*

\_\_\_\_\_  
Rebekah Bailey

**LAW OFFICE OF ALICE CHANG**  
Alice Chang

**DESAI LAW FIRM, P.C.**  
Aashish Desai

*Attorneys for Plaintiff-Relators*



NELSON HARDIMAN LLP  
1100 Glendon Avenue, 14<sup>th</sup> Floor  
LOS ANGELES, CALIFORNIA 90024

1  
2 Dated: September 16, 2022

NELSON HARDIMAN LLP

3 /s/ *Mark Hardiman*

4  
5 

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Mark Hardiman

6 *Attorneys for Defendants*

7  
8 **ORDER**

9  
10 GOOD CAUSE APPEARING, IT IS SO ORDERED.

11  
12 Dated: September 19, 2022

13 / s / Sagar  
14 

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HONORABLE ALKA SAGAR  
15 United States Magistrate Judge

**EXHIBIT A****ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

I declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on September \_\_, 2022 in the case of *United States of America ex rel. Justin Cheongsiatmoy, M.D., et al. v. University of Southern California, et al.*, Case No. 2:18-CV-08311-FSW (ASx). I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action.

Executed under penalty of perjury under the laws of the United States in [City], [State].

\_\_\_\_\_  
[Name]